

FILED
GREENVILLE CO. S. C.

FEB 15 12 22 PM '79

CONNIE S. JAMMERSLEY

MORTGAGE

NO 1-101 10-004

This MORTGAGE is made this 15th day of February 1979 between the Mortgagor, David W. Hammond and Anne D. Hammond (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina whose address is 500 East Washington Street, Greenville, S. C. 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Five Thousand One Hundred (\$55,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 15, 1979 herein "Note", providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 2009.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot Number 101, Devenger Place, Section 4, as shown on plat thereof prepared by Dalton & Neves, Engineers, dated July, 1977, which plat is of record in the RMC Office for Greenville County, S. C., in Plat Book 6-H at Page 5. Reference to said plat is hereby craved for a metes and bounds description.

This is the same property conveyed to the mortgagors by deed of William E. Smith, Ltd., dated February 15, 1979, and recorded on Feb. 15, 1979, in the Office of the RMC for Greenville County, South Carolina in Deed Book 1096 at Page 984.

which has the address of 406 Windward Way, Devenger Place, Greer, S. C. 29651 (State and Zip Code) therein "Property Address":

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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